



GENERAL INDIVIDUAL COACHING AGREEMENT

version 2024.04.12 - EN

Parties

This Coaching Agreement (hereinafter referred to as **the Agreement**) is entered into by and between *Cesare Ghezzi - C&S by C. Ghezzi - Route des Gouttes d'Or 24A - 2000 Neuchâtel - Switzerland* (hereinafter referred to as **the Coach**) and **the Client** (whoever book and/or pay in advance coaching services from the Coach or pay in advance coaching services), hereinafter referred to as **the Parties**,

This Agreement is focusing on the TOPICS, RESULTS, OUTCOMES AND GOALS that are to be agreed during the first coaching session(s).

This Agreement applies to all coaching sessions booked and/or paid in advance between the 12th of April, 2024 and the date of the next version of this "GENERAL INDIVIDUAL COACHING AGREEMENT" if existing.

Description of Coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship:

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coaching Federation "(ICF)". www.coachingfederation.org/ethics. It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. The Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for





counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services:

The parties agree to engage in a Coaching Program (that is to be agreed during the first coaching sessions) through any of the possible meeting methods (in-person, internet, telephone, other).

3) Schedule & Fees:

The maximum fee is 104 CHF per hour and shall be paid 30 (elapsed) days after the session at the latest. A 10% discount is applied if the amount shall be paid at least 7 days in advance.

The coaching session shall be 30 or 45 or 60 or 90 minutes long.

4) Refund & Cancellation Policy:

Your purchase of coaching packages or sessions indicates your commitment to participate in the process and follow through to its conclusion. However, we also understand that unexpected events can happen. In addition to the general guidelines outlined below, refunds and cancellations will be considered on an individual basis.

In general these guidelines apply for coaching refunds and cancellations:

The Client may cancel an order within 24 hours of purchasing and request a refund. The refund will be issued, minus a 5% transaction fee. To cancel an order, send your request to cancel@nexcellence.ch.

Once sessions have been scheduled with the Client, they are considered set appointments. However, if necessary, the Client may request to reschedule a session, if they give at least 24 hours advance notice.

Any missed sessions or canceled sessions with less than 24 hours advance notice will be forfeited.

If unexpected circumstances prevent the Client from completing all of their scheduled sessions, then the Client may request a refund for the amount pertaining to the remaining sessions. If approved, the refund will be issued, minus a 5% transaction fee.

5) Confidentiality:

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF





Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6) Privacy/Data Protection

A. The Coach and the Client will each of them comply as appropriate with applicable privacy/data protection legislation (including GDPR), binding court order, judgment or decree, guidance, codes, policy or standards.

B. With regard to processing personal data/personal identifiable information ("data") in relation to the Client, the Coach will: process such data lawfully (on an appropriate basis including but not limited to consent, or to comply with the Coach's legal or regulatory obligations, or for contractual performance, or for the Coach's legitimate interests), fairly and in a transparent manner; collect such data for specified, explicit and legitimate purposes and not further process such data in a manner that is incompatible with those purposes; ensure that such data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; maintain such data accurately; keep such data for no longer than is necessary for the purposes for which the data are processed; process such data in a manner that ensures appropriate security of the data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures; maintain records of such data processing under applicable privacy/data protection legislation requirements; share such data with third parties who the Coach will inform the Client about; concerning such data, observe the Client's privacy/data protection rights under applicable privacy/data protection legislation requirements, which may be subject to some conditions and exceptions; process such data for marketing purposes under applicable privacy/data protection legislation requirements; in case of a security breach concerning such data, where requirements of applicable privacy/data protection legislation are met, notify a regulatory or supervisory authority, board or other body responsible for administering privacy/data protection legislation, and the Client of the data security breach; and, where it is necessary for the Coach to transfer such data internationally the Coach will comply with applicable privacy/data protection legislation requirements designed to ensure the privacy of such data.

C. In connection with any infringement by the Coach of applicable privacy/data protection legislation requirements, including a security breach, concerning personal data/personal identifiable information in relation to the Client, the Coach's entire liability under this Agreement and the Client's exclusive remedy shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all





coaching services rendered through and including the termination date.

7) Termination:

Either the Client or the Coach may terminate this Agreement at any time with 4 (four) weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

8) Limited Liability:

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

9) Entire Agreement:

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

10) Dispute Resolution:

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

11) Severability:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12) Waiver:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.





13) Applicable Law:

This Agreement shall be governed and construed in accordance with the laws of Switzerland and the Canton of Neuchatel, without giving effect to any conflicts of laws provisions.

14) Binding Effect:

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

